

AGREEMENT BETWEEN
THE TOWN OF PELHAM, NEW HAMPSHIRE
AND THE
PELHAM POLICE, FIRE, AND SUPERVISORS ASSOCIATION

SUPERVISORS
FINAL AGREEMENT

2006 – 2009

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

INDEX

Article Title	Page
I Agreement	3
II Recognition	3
III Exclusions	3
IV Non-Discrimination	4
V Strikes and Lockouts	4
VI Management and Association Rights	4
VII Probationary Period and Seniority	5
VIII Association Business	5
IX Maintenance of Membership	6
X Promotions and Transfers	6
XI Grievance Procedure	7
XII Salaries	8
XIII Holidays	9
XIV Leave of Absence	10
XV Earned Time	11
XVI Bereavement Leave	19
XVII Jury Duty	20
XVIII Insurance	20
XIX Worker's Compensation	21
XX False Arrest and Indemnification Insurance	21
XXI Tuition Assistance Program	21
XXII Disciplinary Procedures	22
XXIII Safety	23
XXIV Uniforms and Equipment	24
XXV Residency	25
XXVI Bulletin Boards	25
XXVII Separability	25
XXVIII Effect of Agreement	25
XXVIX Duration of Agreement	26
Appendix A Pay Table	
Appendix B Pay Table	

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

I. Agreement

The Agreement made this 1st day of April, 2006 by and between the Town of Pelham, New Hampshire, hereinafter call the “Town”, and The Pelham Police, Fire, and Supervisors Association, hereinafter called the “Association”, arrived at as a result of collective bargaining negotiations, represents the entire agreement between the parties.

II. Recognition

2.1 The Town recognizes the Association as the exclusive bargaining agent for:

Assessor
Cable Coordinator
Cemetery Superintendent
Highway Agent
Transfer Station Superintendent
Parks and Recreation Director
Planning Director
Police Chief
Police Captain
Police Lieutenant
Fire Chief
Deputy Fire Chief
Fire Captain
Senior Citizens Director

In accordance with the M-0776 Public Employee Labor Relations Board
Unit Determination decision.

III. Exclusions

3.1 The Agreement, specifically, excludes the classifications and positions of:

Town Administrator
Selectmen’s Secretary
Finance Director
Library Director
Town Clerk and Tax Collector

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

IV. Non-Discrimination

- 4.1 The Town and the Association agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, disability, sexual orientation, or membership or non-membership in the Association.

V. Strikes and Lockouts

- 5.1 Under no circumstances will the Association cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sickout, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operations of the Town during the term of this Agreement.

VI. Management and Association Rights

- 6.1 The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, functions, and policies of the Town without prior negotiation with the Association and without being subject to the grievance and arbitration procedures of this agreement shall include but not be limited to the following:
- a) the right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, evaluate performance, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee, subject to the other provisions of this agreement, including grievance and arbitration;
 - b) the right to relieve an employee from duty because of lack of work or other legitimate reasons;
 - c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of operations;

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

- d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the operations are to be conducted;
 - e) the right to take such actions as may be necessary to carry out the missions of the Town in case of emergencies;
 - f) the right to make rules, regulations, policies, not inconsistent with the provisions of this agreement and to require compliance therewith; and
 - g) the right to subcontract.
- 6.2. Nothing in this agreement shall be construed to limit the rights of the Board of Selectmen or their designee from directing employees in any and all emergency situations as they deem to be appropriate.
- 6.3 Association Rights: It shall be the right of the Association to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as a result of management exercising its rights as specified in this contract whenever such grievances exist.

VII. Probationary Period and Seniority

- 7.1 Newly hired employees shall be on probation for six (6) months from date of hire.
- 7.2 Seniority shall mean the length of continuous service from the last date of hire as a full-time employee. Permanent part-time employees will be credited for the average of hours worked in a year or less, on a pro-rata basis, when they become full-time employees.
- 7.3 Employees who resign or who are discharged and whose discharge is not overturned by appropriate authority, shall lose all seniority.

VIII. Association Business

- 8.1 The Association officers and representatives shall be:
- Three Stewards
- 8.2 The Association shall advise the Town of the names of the employees Holding Association office as noted above.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

- 8.3 Association officers as described above shall be permitted to conduct Association business during their scheduled hours of duty provided they have prior permission from the Board of Selectmen or their designee and the amount of time in which employees are engaged in such activities is reasonable.

IX. Maintenance of Membership

- 9.1 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Association, and each employee who becomes a member of the bargaining unit and the Association after that date shall continue his/her membership in the Association during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Association anytime within the period between sixty (6) days and thirty (30) days prior to the expiration date of the agreement.
- 9.2 Should there be a dispute between an employee and the Association over the matter of an employee's Association membership, the Association agrees to hold the Town harmless in any such dispute.
- 9.3 Employees who choose not to join the Union shall be required to pay a service charge as determined by the Association.

X. Promotions and Transfers

- 10.1 Jobs to be filled shall be posted on Town bulletin boards for a period of Fourteen (14) days prior to the filling of the vacancy.
- 10.2 Job posting shall include the job title, rate of pay, job specification and Qualifications.
- 10.3 A promotion is defined as movement to a position that has a different job description and is on a higher labor grade than the one currently occupied by the employee. Promotion shall result in a pay raise of not less than five (5) percent.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

XI. Grievance Procedure

11.1 Definition

A grievance under this Article is defined as an alleged violation of any provision of this agreement in which an individual grievant alleges a personal loss or injury.

NOTE: An employee who has a “complaint” may take up the complaint with the Town Administrator verbally before he/she processes the complaint as a formal grievance. The Town Administrator shall give his/her answer within five (5) workdays. It is anticipated that nearly all complaints can be resolved informally without grievance. Each grievance must be submitted in writing by the Association and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, and the relief requested.

11.2 Procedure

Step One

An employee or the Association on behalf of an employee desiring to process a grievance must file a written statement of the grievance to the Town Administrator no later than ten (10) workdays after the employee knew the facts on which the grievance is based, and in no case more than ninety (90) days from the occurrence. The Town Administrator shall meet with the employee and the Association representative within three (3) workdays thereafter.

Step Two

If the employee or the Association on behalf of an employee is not satisfied with the decision of the Town Administrator, he/she may file, within then (10) workdays following the Town Administrator’s decision, a written appeal with the Board of Selectmen, setting forth specific reasons why the employee or the Association believes the Agreement is being violated by the Town action in question. Within thirty (30) workdays following receipt of the appeal the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty-five (35) workdays following receipt of the appeal and written decision shall be rendered within five (5) workdays thereafter.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

Step Three

If the employee of the Association on behalf of an employee is not satisfied with the decision of the Board of Selectmen, the Association may file, within thirty-five (35) workdays following receipt of the decision, a request for arbitration to the Public Employee Labor Relations Board (PELRB) under its rules and regulations. The decision of the arbitrator shall be binding.

- 11.3 The cost of the arbitration shared equally by the parties.
- 11.4 The foregoing time limitations may be extended by mutual written Agreement of the parties.
- 11.5 Failure of the grievant to abide by time limits set out in this Article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town.

XII. Salaries

- 12.1 Effective 04/01/06 as provided, salaries/wages shall be paid in accordance with the Salary Schedule as provided in Appendix A of the Agreement prior to any cost of living adjustment.

All employees shall receive a cost of living increase of no less than four (4%) percent or more than five (5%) percent on April 1st of each year based on the 12 month average – Greater Boston area CPI-U for the preceding December in addition to salary grade and step salary/wage progression as provided in Appendix B of this agreement.

- 12.2 Employees shall receive a performance review in the month preceding their hire/promotion date anniversary. Unless the properly completed performance appraisal provides cause to deny a merit pay increase or limit it to one 2.5 % step, employees shall be advanced two (2) steps (total 5%) upon attaining their hire/promotion date anniversary until the top end of the labor grade has been reached. Exceptional merit as evidenced by a performance appraisal may justify the awarding of a third 2.5 % step. A one time payment of \$800.00 shall be paid to all employees on the first pay period of April 2008.

- 12.3 Although performance appraisals are not subject to the grievance procedure, a Personal Action Request (PAR) denying a step increase may be submitted to the grievance process.
- 12.4 New hires will be placed on a step within the appropriate labor grade that is justified by past experience, education, or both.
- 12.5 All employees with a hire/promotion date of one year or more prior to 04/01/06 shall have anniversary dates of April 1 for the purpose of merit raises. Employees hired less than a year before that date, or after it, shall be considered for merit raises on their actual anniversary dates.
- 12.6 The Highway Agent, although salaried, shall be paid at the rate of time and one half (weekly salary divided by 40 hours = straight time hourly rate) for overtime caused by protracted weather emergencies such as floods, ice storms, or snow storms. A "protracted weather emergency" is defined as caused by adverse weather and not resolvable within three hours of overtime work.
- 12.7 Longevity. Each employee upon reaching five (5) years of service with the Town shall receive on the first payday in December, a longevity bonus equal to \$250.00 for 5 years service and \$50.00 per year for each additional year of service beyond.

XIII. Holidays

- 13.1 Employees who are employed full time shall be entitled to holidays for the Following listed holidays:

New Year's Day	Washington's Birthday
Martin Luther King Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Veteran's Day	Day after Thanksgiving
Christmas Day	

- 13.2 Employees who are absent without leave on either of their scheduled workdays directly preceding or directly following a holiday shall forfeit pay for the holiday, but may be allowed to use Earned Time to cover the holiday or day(s) absence.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

- 13.3 Holidays are considered as time worked for purposes of computing eligibility for overtime.

XIV. Leave of Absence

14.1 Leave without Pay

A full-time employee may be granted a leave of absence without pay by the Board of Selectmen for a period deemed necessary for the purpose of the leave. The employee is expected to return to work upon expiration of a granted leave or to have arranged an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of a granted leave, without having arranged for an extension of leave, shall be deemed a resignation for the Town. An employee shall not be paid for any holidays occurring during leave of absence. Employment and leave of absence shall terminate when the employee accepts other employment. When computing length of service for any reason, time spent on leave of absence will not be computed. Part-time employees shall not be included in the above leave of absence rule, but may strictly be granted a leave from job duty as determined by the Board of Selectmen.

14.2 Extended Leaves of Absence (Family Leave Act)

- a. Employees are allowed up to twelve (12) weeks of leave without pay, in each (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e.
- (a) the birth of the employee's child,
 - (b) the placement of a child with the employee for adoption or foster care,
 - (c) caring for a spouse, child or parent in the event of a serious health condition, or
 - (d) inability of the employee to perform the functions of his or her job because of a serious health condition. Accumulated Earned Time and Pool accumulation (when applicable; i.e., the employee is the one who is ill or injured) must be used as a part of the twelve (12) week period and before the authorized leave without pay begins. The employee may choose the amount of Earned Time or Pool Days (where applicable) used to supplement his/her compensation during the leave.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

- b. During the twelve (12) week period of leave, the employee's health insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's seniority and position in the department will not be affected by such leave.
- c. Earned Time will not accrue during the period of unpaid leave.
- d. After twelve (12) weeks has elapsed, the employee's employment Status will be continued only by virtue of return to duty, unless an extension is granted.
- e. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this section of the Agreement.
- f. Intermittent Leave defined as leave taken in separate blocks of time vs. One continuous period of time including leave for periods from one (1) hour to several weeks shall be allowed.

14.3 Reserve Service Leave – Any full-time employee who is a member of an organized military service, including the National Guard, will be excused from employment with the Town to satisfy the training obligations of that service. For such period of service, the Town will pay the employee the difference between service pay and the employee's regular compensation, for up to a maximum of ten working days per calendar year. Appropriate documentation shall maintain their job status (including seniority, pay and Earned Time benefits) unaffected by such leave.

14.4 Active Military Leave – Town Officers and permanent employees ordered to extended active duty in the Armed Forces in time of war or similar national emergency shall maintain their job status, (including seniority, level of pay and Earned Time benefits) unaffected by such leave.

XV. Earned Time

15.1 Earned Time will be operated as described in the succeeding paragraphs, With two categories of leave accrual; the Personal Leave Account and the Disability Leave Account.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

15.2 Personal Leave Account (PLA):

- a) Beginning on the effective date, the weekly accrual for the Personal Leave Account will be calculated per this table:

Personal Leave Accrual Schedule

Years of Service	Weekly Accrual	Annual Accrual
Hire Date to 5 th	3.3846 hours	176 hours
5 th to 10 th	3.8461 hours	200 hours
10 th to 15 th	4.4615 hours	232 hours
Over 15	5.5384 hours	288 hours

- b) An employee who reaches a higher years-of-service plateau will receive 40 additional hours of Personal Leave “dropped on the Anniversary Date, and concurrently begin accruing PLA at the high rate.

15.3 Disability Leave Account (DLA)

Years of Service	Weekly Accrual	Maximum Accrual
All employees	1.23 hours	1000 hours

All employees, regardless of position or years of employment, shall accrue DLA at the same rate.

15.4 Concept of Operation.

Employees accrue both PLA and DLA hours simultaneously, at the rates described above. Personal Leave (PLA) is unrestricted and available to employees for use as they may desire, with a few limitations as described below. The Disability Leave Account (DLA) is restricted and may only be used under certain prescribed circumstances.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

a) Use of PLA:

- 1) To use eight hours or less, Town Administrator or a designee must be informed not later than one-half hour before the start of the employee's next shift. This use of Personal Leave is primarily intended to replace Sick Leave and Personal Time. It is not necessary to offer a reason for the absence as long as the absence is for eight hours or less, but it is understood that this use of the PLA is intended for situations that were not pre-planned nor foreseen by the employee. Employees showing a pattern of frequent short-notice absences may be required to begin providing medical documentation, such as a Doctor's note or other written justification for such absences taken on less than 24 hours notice. Use of short-notice PLA without just cause is grounds for disciplinary action. Just cause is defined as illness or an unforeseen, unplanned situation of personal urgency. Members taking more than five (5) short-notice PLA absences in any fiscal year may be required to provide written justification for each additional short-notice PLA absence during the remainder of the fiscal year, unless exempted by the Town Administrator.
- 2) To use more than eight consecutive hours (more than one work day, Such as for a vacation, employees must submit a request to the Town Administrator or a designee for approval at least 24 hours prior to the beginning of the absence. The "Extended PLA" shall be governed in its use by the Earned Time policy statement or CBA currently in effect.
- 3) Employees who are taking more than one consecutive day off due to Illness or injury may understandably be unable to provide 24 hours advance notice, but are expected to give their supervisors an estimated date of return when they first notify the supervisor of the absence.

b) Use of DLA:

- a) The DLA should be viewed as a form of disability insurance. Time accumulated in the Disability Leave Account (DLA) shall be used only in the event of injury or illness not covered by Workers Compensation. PLA is also exhausted.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

- b) As clarification: an absence due to illness or injury of five (5) consecutive days or less shall be charged against the PLA. An absence due to illness or injury of six (6) consecutive days or more shall be charged against the DLA if the employee so requests and presents a doctor's statement that the absence was required by illness or injury.
 - c) Members of the bargaining unit may voluntarily donate any amount of their accrued Earned Time balance to any other Earned Time participants who are absent greater than five (5) work days due to injury or illness and who have reduced to zero their balances of Earned Time. Such donations may only cover the length of the absence due to the illness or injury.
- (5) Earned Time may be charged on the time sheet by the hour or tenth of an hour.
- (6) Cashing in Earned Time (Annually): Employees who meet the requirements described below shall be paid in cash annually for their excess DLA balance.
- (a) Minimum annual Usage Requirement. Employees shall be required to use a minimum of 80 hours of PLA each year. Employees may accrue PLA to the maximum annual balance shown below. However, accrued PLA hours in excess of 160 may be transferred to the DLA at any time during the month of December upon written request of the employee.

Year of Service	Required Annual PLA Usage	Max. Hours For DLA Transfer	Maximum Annual PLA Balance
Hire to 5 th	80 hours	160 hours	160 hours
5 th to 10 th	80 hours	160 hours	240 hours
10 th to 15 th	80 hours	160 hours	320 hours
Over 15	80 hours	160 hours	800 hours

- (b) The annual account review for all members of the bargaining unit shall occur each January for the preceding fiscal year. The base rates of pay and the accrued Earned Time balances in effect at the close of business on the last day of the fiscal year (normally December 31) shall be used for all calculations. During this review, employees' PLA balances will be audited to ensure that the required annual usage was accomplished. If the employees' usage was below the minimum, the required additional hours to reach the minimum shall be immediately forfeited. (Waivers on forfeiture shall be granted only for extreme reasons, and shall require written application in advance by the employee to the Town Administrator.) The PLA balance shall be checked also to verify that it is below the maximum

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

Annual balance allowed. Any accrued PLA hours which exceed the Maximum annual balance shall be transferred immediately to the DLA.

- c) The DLA shall then be immediately audited. Any DLA balance exceeding the maximum of 1,000 hours as of the fiscal year end shall be purchased by the town at a rate of $.50 \times \text{the base hourly rate} \times \text{the number of excess hours}$. Payment shall be as of the first day of the fiscal year. The “years of service” to establish the “maximum balance allowed” shall be the last day of the fiscal year. The intent is to avoid subjecting a new hire, or an employee who has recently reached a higher accrual level, from being subjected to higher minimum usage and maximum balance requirements prematurely.
- (7) Cashing in Earned Time (upon separation). Upon separating from town employment for any reason, employees shall be paid the entire accrued balance of their PLA at the rate of $1.00 \times \text{their base hourly rates} \times \text{the accrued number of hours on the day of separation}$. No payment shall be made for any accrued DLA balance, except that any DLA balance in excess of 1,000 hours on the separation date shall be transferred to the PLA and paid at the same rate.
- (8) Taking of advance Earned Time is not permitted. Employees who are absent with a zero balance accrued of PLA Earned Time shall be placed in a leave without pay (LWOP) status and shall only be compensated for all hours actually worked as well as any compensation, which the employees earned prior to being placed on a LWOP status. This is applicable to both salaried and hourly employees. Employees who exhaust the PLA balance prior to qualifying for access to their DLA balances will only remain in a LWOP status until the DLA use begins.
- (9) Three supervisors, Police Chief Haglund, Fire Chief Fisher, and Highway Agent Foss, are “grand fathered” and are exempt from the “total amount allowed” caps described above on PLA and DLA because they have already accrued amounts higher than the caps. They shall remain uncapped as to their total accruals; however, should their normal use of earned time cause either the PLA or DLA balance to drop below the cap, then that cap shall be invoked and shall be in force from that point forward.

Earned Time – For Employees Hired effective April 1, 2006 or later

Earned time is an alternative approach to the traditional manner of covering absence for vacation, personal time, sick leave, and military leave. Instead of dividing benefits into a specific number of hours for each benefit, Earned Time puts those hours together into a single benefit. Earned Time hours can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is “earned”. The exact

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

number of earned Time hours available each year will depend on the years of service to the Town.

NOTE: Worker's Compensation is not affected by Earned Time.

A. Coverage

1. Employees who are employed in a permanent position of at least 30 hours per week are covered by Earned Time. The accrual rates are as follows:

<u>Years of Service</u>	<u>Accrual Per Month</u>	<u>Hours Per Year</u>
0 thru 5	10	120
6 thru 10	15	180
After 10	20	240

2. Employees accumulate Earned Time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.
3. Termination and Restoration of Service credit: An employee whose break in service from the Town is less than one year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one year, an individual will earn one year credit, for each year of employment after return, until the total past credit is accrued. After five years of employment following return to work, credit for all previous service will be given.
4. This agreement memorializes the discontinuance of the former PLA/DLA structure initiated in the former agreement which still applies to employees on roll as of June 30, 2006.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

B. Usage

1. Earned Time may be used any time after being earned, including during an employee's probationary period. It is expected that all planned absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence.

Earned Time may be used in units of one or more hours.

Minimum Usage: There is a minimum usage of Earned Hours required each year. See Schedule below:

<u>Years of Service</u>	<u>Minimum Usage Per Year*</u>
0 thru 5 years	40 hours
6 thru 10 years	80 hours
After 10 years	120 hours

*Computation of minimum usage will occur as of December 31st of each year. Employees with less than six months of service are exempt from minimum usage requirements. Employees with more than six months of service, but less than one year of service as of December 31st will have their minimum usage pro-rated.

The maximum number of hours that can be carried at any time will be 800 hours.

The Town will notify each employee by April 1st, each fiscal year, of the employee's usage up until that point.

Earned Time may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits, as long as the total number of days taken meets or exceeds the minimum required usage as indicated above.

Earned Time converted into the sick leave pool do not count towards minimum usages.

Earned Time benefits accrue only during the initial 3 weeks of sick leave pool usage. Each separate use of the sick leave pool, however, provides for this continuing ability.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

C. Sick Leave Pool

1. The Sick Leave Pool is intended to provide security, by allowing employees to “buy” insurance for extended illness, or other disability. When “buying” Pool Hours, employees convert Earned Hours on a 1 to 3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.
2. Pool Hours are available for use only under the conditions listed below and are not eligible for payout at retirement or termination.
 - a) Use of Pool Hours may begin on the sixth consecutive work day of absence due to illness, injury or other disability.
 - b) A physician’s report must accompany the request to use Pool hours.
 - c) It is not necessary to use up all Earned Time before using Pool Time.
 - d) The employee may continue using Pool Time until his/her Pool is exhausted, or until no longer disabled.
 - e) Periodic doctor’s reports may be required.
 - f) The maximum Pool accrual is unlimited. If Pool Hours are used, or if any employee wishes to add to his/her Pool Hours, more Earned Hours may be added each December. Earned Time Hours may not be converted to Pool Hours at any other time.
 - g) An exception to 2 A) above, regarding use of 40 Earned Hours to access the Sick Leave Pool may be granted when:

An employee returns to work after using Sick Leave Pool Time but is disabled again within 10 working days (80 hours) of return.

The disability is from the same cause as the original sick pool usage.

The disability is certified by a physician to be the same as the original use.

Under these circumstances, the Board of Selectmen may grant an exception to the 40 hour Earned Time requirement.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

D. Termination

1. Unused Earned Time up to a maximum of eight hundred (800) hours accumulation will be paid at the time of termination or retirement, if the termination occurs, after completion of the employees probationary period, under normal circumstances and does not involve an Act which demonstrates unfitness for continued employment within the Town, such as theft or immoral conduct. However, since a notice period of 2 weeks is considered to be appropriate and normal for any employee termination, in cases where such notice is not given, a pro-rated payment for Earned Time accrual, based on the notice given, will be made. Exceptions to such notice requirement may be granted by the Board of Selectmen. Employees may leave Earned Time earning intact, pending recall, if the nature of their absence from employment is lay-off.
2. Earned Time is paid at the base pay rate at time of termination.

XVI. Bereavement Leave

- 16.1 An employee may be excused from work for up to 3 work days because of Death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled work hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is defined to mean spouse, parents, children, brothers, sisters, grandparents and grandchildren of the employee, mother-in-law, father-in-law, or other relatives living in the same household as the employee.
- 16.2 In the event of death of a person not specified in Section 16.1 above, but but who is related to the employee either by blood or marriage, excluding cousins, the employee shall be granted on (1) day of leave on the date of the funeral.
- 16.3 Additional days may be requested of the Town Administrator, which may be Granted at his/her discretion.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

XVII. Jury Duty

- 17.1 The Town shall pay an employee call for Jury Duty the difference between his regular pay and his juror's pay upon presentation of an official statement of jury pay received. Employees excused from jury duty must report back to work during the normal work hours.

XVIII. Insurance

- 18.1 Full-time employees are eligible upon the date of hire for health care from an approved Town provider.
- 18.2 The Town will provide for health insurance the coverage through Matthew Thornton and BC/BS membership as in force as of June 1, 1996, when benefit applies. Every member of the unit shall pay effective April 1, 2006, 10% of the current premium cost as posted by the LGC Health Trust for the applicable JWMC or Matthew Thornton plan. That percentage shall increase to 15% of the current applicable cost on April 1, 2007 and 20% of the current applicable cost on April 1, 2008. Health Insurance coverage will commence on the first of the month following the date of hire.
- 18.3 The Town agrees to provide dental insurance program with coverage similar to that provided by the New Hampshire Municipal Association's pooled benefit program, Coverage A,B,C and D. Such program shall provide for a one thousand dollar (\$1,000.00) annual benefit per person with annual deductibles of twenty-five dollars (\$25) per person and seventy-five dollars (\$75) per family.

The premiums for such programs shall be borne equally by the Town and employees of the unit. All employees are required to participate in the program relative to their own coverage with their portion of the premiums to be paid by payroll deduction. Family coverage will be dependent upon sixty-five percent (65) participation of those eligible for family coverage. Family coverage will become effective upon the attainment of required level of participation.

- 18.4 Disability – The Town will provide the opportunity for membership in a Town selected carrier of disability insurance, full premiums to be paid by the employees.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

18.5 Life Insurance – The Town will provide membership in a Town selected carrier of life insurance, full premiums to be paid by the Town. Coverage shall be equal to the employees' annual salary.

XIX. Workers Compensation

19.1 The Town of Pelham agrees to provide Worker's Compensation coverage and benefits as prescribed and to the extent required by New Hampshire law.

XX. False Arrest and Indemnification Insurance

20.1 The Town agrees to provide false arrest and indemnification insurance and to pay the premium for said insurance. Details as to the protection provided to unit employees shall be available to unit employees at the office of the Town Administrator.

XXI. Tuition Assistance Program.

21.1 Funding – Employees subject to this agreement may petition the Town Administrator to include in the Selectmen's annual budget request an amount for tuition assistance for full time employees pursuing college degrees at a school accredited by the New England Association of Schools and Colleges (NEASC), to include the NH Technical Institute, and having a classroom campus within reasonable driving distance of Pelham. The total aggregate submitted by the Town Administrator for the bargaining unit shall not exceed four thousand five hundred (\$4,500.) for the budget year.

21.2 Application

- a. All requests for tuition assistance for the coming budget year must be submitted to the Town Administrator by June 30 of each year. The Town Administrator shall forward the applications with recommendations to the Board of Selectmen, who shall be the final determiner of which applicants are to be included in that year's \$4,500. allocation for the budget submission.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

- b. The initial application shall include a letter of acceptance from the college and a certified degree plan from the school showing the degree to be obtained and the major or core courses of instruction including all electives. The core subject or major must be a field that relates to a function of the municipal government, although it need not relate directly to the employee's current position. Tuition Assistance cannot be provided for courses of study that will not ultimately benefit the taxpayers in Pelham. Tuition assistance shall not be provided for a course that will not count as credit toward a bona fide degree.

21.3 Payment – Employees who were approved for tuition assistance by inclusion in the budget request will register for and pay all costs of completing the course. When the final grade report has been received and the final grade is C+ or better (or “pass” for a pass/fail course), the grade report may be presented to the Town Administrator who will authorize reimbursement of one half (5) of the tuition paid for that course. Costs of books and other fees are not covered by this program.

21.4 Education Incentive Payments-Any employee who holds an Associate's Degree shall be paid \$500.00 or a Bachelors Degree \$750.00 or a Masters Degree \$1,000.00. The above payment shall be made to employees on the first pay period in December of each year. To be eligible for the payment the employees must hold degrees proffered by educational institutions having a traditional campus with resident students and primary requiring 2/4 year degree plans, and accredited by the New England Association of Schools and Colleges (NEASC) Payment will be only for the highest degree earned. Any Masters Degree earned after 4/1/06 shall be qualified for this payment if the grade achieved is “B” or better.

XXII. Disciplinary Procedures

22.1 Disciplinary action will normally be taken in the following order:

- a. Verbal warning (a record may be placed in the employee's personnel file Reflecting only the date/time of the warning and the reason therefore.)
- b. Written Warning
- c. Suspension with pay

d. Discharge

However, the above sequences need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

22.2 All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Association.

22.3 Records of disciplinary action are of less significance after the passage of time.

22.4 a) No complaint shall be acted upon unless it is in writing and signed by the complaining individual. Notice of the complaint from the Town Administrator or his designee, shall also be in writing setting out the nature of the complaint, the date and time of the alleged offense and the name of the individual filing the complaint.

b) Any disciplinary action based on the complaint shall be subject to the disciplinary and grievance articles of this agreement.

c) In no event will complaints of any nature be kept in the employee's personnel file without knowledge of the employee and without all the steps in this procedure having been followed.

22.5 Discipline shall be for proper and just cause. Just and proper cause shall be defined as a reason or reasons deemed as reasonable and proper in the eyes of an average person charged with decision making in such situations to be adequate justification for the application of constructive disciplinary action. Due process must be observed throughout the disciplinary process.

XXIII. Safety

23.1 The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Town and Association shall meet within fourteen (14) days of the request of either party to discuss such regulations.

XXIV. Uniforms and Equipment

24.1 The Transfer Station Superintendent and the Highway Agent shall be furnished with uniforms, consisting of seven (7) shirts and seven (7) pants, which are to be supplied entirely by the Town of Pelham, including cleaning. Upon hiring a new head of these two departments, the initial issue of the following items shall be provided by the Town: (Prior to September 1, 2001, the Town shall provide this initial issue equipment to current employees.)

- 1 heavy winter coat
- 1 light jacket
- 2 one-piece coveralls (1 summer, 1 winter)
- 5 T-shirts
- 1 pair work boots

24.2 The Transfer Station Superintendent and the Highway Agent, effective April 1st of each year, shall be furnished with one hundred fifty dollars (\$150.00) for the purchase of safety shoes or boots, and an annual cleaning allowance of \$300.00 payable on the first pay period in April.

24.3 The Fire Chief shall receive an annual clothing cleaning allowance of five hundred \$500.00 effective April 1st of each year, plus the same personal safety equipment issued to other department firefighters.

24.4 The Police Chief shall receive an annual clothing cleaning allowance of five hundred \$500.00 effective April 1st of each year, plus any other equipment item that the Town purchases and mandates for the use by the department's officers.

24.5 The Police Lieutenant shall receive an annual clothing cleaning allowance of five hundred dollars \$500.00 effective April 1st of each year, plus any other equipment item that the Town purchases and mandates for use by the department's officers.

24.6 The Police Captain shall receive an annual clothing cleaning allowance of five hundred dollars \$500.00 effective April 1st of each year, plus any equipment item that the Town purchases and mandates for use by the department's officers.

XXV. Residency

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

- 25.1 The Highway Agent, Police Chief and Fire Chief must reside within a distance to allow for the reporting time of thirty (30) minutes or less.

XXVI. Bulletin Boards

- 26.1 The Town shall provide space for association bulletins at two (2) locations where notices are usually posted. All notices posted on such boards shall be on Association stationary signed by an official of the Association, and shall only be used to notify employees of matters pertaining to Association affairs. The notices may remain posted for a reasonable period of time. NO material shall be posted which is inflammatory, profane, obscene, or defamatory to the Department, the Town, or their representatives, which constitutes election campaign material for or against any person, organization, or faction thereof.

XXVII. Separability

- 27.1 In the event any provisions of this agreement in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.

XXVIII. Effect of Agreement

- 28.1 This instrument constitutes the entire Agreement of the Town and the Association, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

XXVIX. Duration of Agreement

29.1 This Agreement shall be in full force and effect from and after date of signing and shall expire on March 31, 2009.

29.2 If the Board of Selectmen or the Association fails to act with respect to the agreement within thirty (3) days subsequent to the “tentative agreement” date of the parties, either party has the right to request resumption of negotiations for the purpose of declaring an impasse and requesting the appointment by the Public Employee Labor Relations Board of a mediator/fact finder.

For the Association

For the Town of Pelham

Chief Negotiator

Chief Negotiator

Selectman

Steward

Selectman

Steward

Selectman

Selectman

Selectman